STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

IN THE MATTER OF:	)	Docket HWCA: P2-02/03-003
	)	
USS-POSCO Industries	)	
900 Loveridge Road	)	CORRECTIVE ACTION
Pittsburg, CA 94565	)	CONSENT AGREEMENT
EPA ID No. CAD 009 150 194	)	
	)	
	)	
	)	
	)	Health and Safety Code
	)	Section 25187
	)	

INTRODUCTION

1. The Department of Toxic Substances Control (DTSC) and USS-POSCO Industries (UPI), a business, hereby enter into this Corrective Action Consent Agreement (Consent Agreement) and agree as follows:

1.1. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187, which authorizes DTSC to issue an order to require corrective action when DTSC determines that there is or has been a release of hazardous waste or hazardous waste constituents into the environment from a hazardous waste facility.

1.2. The parties enter into this Consent Agreement to resolve the matters addressed in this Agreement without litigation, and to carry out the corrective action described below in accordance with the timeframe provided in this Agreement.

1.3. UPI is the owner and operator of a steel finishing facility located at End of Loveridge Road, Pittsburg, CA, in connection with which it operated hazardous waste storage units regulated by DTSC.

1.4. UPI engaged in the management of hazardous waste pursuant to a permit issued by DTSC on June 29, 1995. UPI operated a hazardous waste container storage area ("HWS-1) and

managed hazardous waste storage in an above-ground tank (HWS-3). Closure of both units was completed in general conformance with DTSC approved closure plans. UPI certified that the units were so closed in December, 1996. In a letter dated August 19, 1999, DTSC approved closure certification.

1.5. The terms used in this Consent Agreement are as defined in Section 66260.10 of Title 22 of the California Code of Regulations (Cal. Code Regs.), except as otherwise provided.

1.6. UPI agrees to implement all approved workplans and to undertake all actions required by the terms and conditions of this Consent Agreement, including any portions of this Consent Agreement incorporated by reference. UPI waives any right to request a hearing on this Consent Agreement pursuant to HSC section 25187.

1.7. The previous Consent Agreement dated June 5, 1998 shall be terminated upon the signing of this Consent Agreement by both parties, constituting an Acknowledgement of Satisfaction of the obligations in the 1998 Consent Agreement. In accordance with Section 5.11 of the previous Consent Agreement, this Consent Agreement has been modified to incorporate DTSC selected remedies for solid waste management units (SWMUs) evaluated during the soil Corrective Measure Study (CMS) phase of the RCRA corrective action process. As part of the remedy, a Post-Closure Permit for a Corrective Action Management Unit shall be issued to the facility as described in Section 2.20 of this Consent Agreement. This Consent Agreement does not bar UPI from performing work (e.g., field testing of groundwater remediation technologies at the facility) that is neither undertaken pursuant to nor required by this Consent Agreement and that is in compliance with all applicable laws and regulations.

FINDINGS OF FACT

2.1. In June, 1994 DTSC completed a RCRA Facility Assessment (RFA) or Preliminary Assessment (PA). The RFA/PA identified SWMUs that either have released or may have released hazardous waste or hazardous waste constituents into the environment. The SWMUs are as follows:

Table 1: List of Solid Waste Management Units (SWMUs)[1]

SWMU No.	Description
1	Arsenic Impacted Soils Area
2	Boiler House (Fuel Oil spill)
3	Caustic Neutralization Area
4	Former Wire Mill
5	Former Wire Rope Mill
6.1	Old Central Coil Storage Area
6.2	New Coil Marshalling Area
7	Central Machine Shop
8	Coal Tar Pitch Product and Impacted Soils
9	Hazardous Waste Storage Facilities
10.1	Containerized Waste Storage
10.2	Oily Solids Bin (Rolling Division)
10.3	Asbestos Bin
10.4	Cake Waste Bin
10.5	Waste Oil Storage (Mobile Equipment Operations)
10.6	Oily Solids Bin
10.7	Wood Floor Block Bin
11	HCL Pipeline
12	Lime Impacted Soils
13	Former Luria Brothers Area
14	Old Foundry Building
15	Paint Shop
16	Pickle Line Tandem Cold Mill (PLTCM)
17	Power Substations/PCB-Containing Equipment
18	Steel Finishing Waste Treatment Area
19	Reverse Osmosis System (see SWMU #22)
20	Former Rod Mill Bldg
21	Oil Separation System (PORI)
22	Sheet and Tin Mill (Including SWMU #19 - Reverse Osmosis System)
23	Shoreline and Sediments
24	Site L-A (landfill)
25.1	Site L-B, Unit I
25.2	Site L-B, Former Sludge Drying Beds
25.3	Site L-B, Biofarm Areas
25.4.1	Site L-B, Subarea 1
25.4.2	Site L-B, Subarea 2
25.4.3	Site L-B, Subarea 3
26	UPI Railroad Sidings and Tracks
27	Former Surface Impoundments

28	Terminal Wastewater Treatment Plant (TWTP)
29	Transportable Sludge Dewatering Unit
30	Former and Existing Underground Storage Tanks
31	Aboveground Storage Tanks
32	Incoming Water Filter Plant
33	Current Operations/Air Quality
34	HWS-4 Waste Pickle Liquor Pipeline

[1] **List compiled from "RCRA Facility Assessment, USS-POSCO Industries, Loveridge Rd., Pittsburg, CA, June 1994**

2.2. DTSC has determined, based on the RFA, that there has been a release of hazardous waste constituents into the environment from UPI's hazardous waste facility. Migration pathways include: spills to soil and leakage from tanks.

2.3. Hazardous waste constituents of concern at the Facility are metals, VOCs, and SVOCs. (For specific constituents of concern and their location, see the two documents referenced under Table 2.)

2.4. A RCRA Facility Investigation (RFI) Workplan was prepared by UPI and approved by DTSC on July 3, 1996. Based on the RFA/PA and the approved RFI Workplan (July 2, 1996), DTSC concluded that further investigation was needed to determine the nature and extent of contamination at the SWMUs identified in Table 2. Further investigation is required at the time of demolition of the building at three others. The RFI Workplan presented a program for the investigation and characterization of the wastes, soil, and groundwater for the SWMUs still warranting further investigation and characterization. Following is a list of all the SWMU's and their RFI investigation requirements.

Table 2: List of Solid Waste Management Units (SWMUs) and RFI Investigation Requirements [1]

SWMU No.	RFI Investigation Requirements
1	Evaluated as part of the RFI/plant-wide Groundwater Monitoring Program (GMP).
2	No further action required.
3	Evaluated in the RFI.
4	Evaluated in the RFI.
5	Investigation delayed until building demolition is initiated.
6.1	Evaluated in the RFI.

6.2	Evaluated as part of the RFI/plant-wide GMP.
7	Evaluated in the RFI.
8	Evaluated in the RFI.
9	Investigation and remediation completed via RCRA Closure.
10.1	No further action required.
10.2	No further action required.
10.3	No further action required.
10.4	No further action required.
10.5	No further action required.
10.6	No further action required.
10.7	No further action required.
11	No further action required.
12	Evaluated as part of the RFI/plant-wide GMP
13	No further action recommended at the time of the RFI.
14	No further action required.
15	Action delayed until building demolition is initiated.
16	No further action required.
17	Investigation completed.
18	No further action required.
19	Reverse Osmosis System (see SWMU #22)
20	Evaluated in the RFI.
21	Evaluated in the RFI.
22	Action delayed until building demolition is initiated.
23	No further action recommended at the time of the RFI.
24	RFI investigation required.
25.1	Investigation and remediation completed in accordance with DTSC approved closure and post-closure maintenance plan.
25.2	No further action recommended at the time of the RFI.
25.3	Investigation completed.
25.4.1	Investigation completed.
25.4.2	Investigation completed.
25.4.3	Investigation completed.
26	Evaluated in the RFI.
27	No further action recommended at the time of the RFI.
28	No further action required.
29	No further action recommended at the time of the RFI.
30	No further action recommended at the time of the RFI.
31	Evaluated in the RFI.
32	No further action required.
33	No further action required.
34	Evaluated in the RFI.

[1] List compiled from "RCRA Facility Assessment, USS-POSCO Industries, Loveridge Rd., Pittsburg, CA, June 1994", and "Workplan, RCRA Facility Investigation (RFI), USS-POSCO Industries, Pittsburg, CA, July 2, 1996.

2.5. A Current Conditions Report was prepared by UPI and presented as Section 3 of Workplan - RCRA Facility Investigation (RFI), USS-POSCO dated July 2, 1996. Information presented updated current conditions of each SWMU since the date of the RFA and provided the status of each SWMU in the RCRA corrective action process (refer to Table 2).

2.6. A plant-wide Groundwater Monitoring Program (GMP) was developed by UPI to evaluate hydrologic and water quality conditions upgradient and downgradient of the entire plant, as well as specific SWMUs within the plant. The GMP, as described in the RFI Workplan, incorporated existing groundwater monitoring wells wherever possible and an additional eight new wells to provide upgradient and downgradient groundwater monitoring of SWMUs within the UPI plant.

2.7. UPI began implementation of the RFI within 30 calendar days after receiving written approval from DTSC for the RFI Workplan. In total, over 345 samples of soil and groundwater were collected from borings, test pits, temporary groundwater probe points, and groundwater monitoring wells. A RFI Final Report was completed and submitted to DTSC in April 1998. DTSC approved the RFI Final Report on August 11, 1998. Based on the RFI, DTSC concluded that certain SWMUs evaluated in the RFI warranted inclusion in the CMS phase of the RCRA corrective action process because COCs were found at concentrations exceeding the RFI screening criteria.

2.8. RFI groundwater sampling results were evaluated using the methodology outlined in the document submitted by UPI entitled *Proposed Approach for Evaluating Shallow Groundwater,* dated July 16, 1997. The proposed approach consisted of a three-tiered risk-based screening process. Tiers 1 and 2 consisted of comparisons of groundwater analytical data to background concentrations and California and/or U.S. Environmental Protection Agency (USEPA) maximum contaminant levels (MCLs) (the lower of the two values was used). The Tier 3 screening criteria consisted of a 400-fold dilution attenuation factor (DAF) applied to surface water quality standards. The DAF was not approved by DTSC and the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). Further assessment of the impact on surface water using an appropriate DAF or other Tier 3 screening criteria may be proposed by UPI in the future.

2.9. During the RFI, three progress reports, dated October 29, 1996, January 28, 1997, and September 15, 1997, were

submitted by the Company in a manner satisfactory to DTSC. In addition to the three progress reports submitted, UPI submitted four quarterly reports addressing the plant-wide GMP dated January 31, 1997, April 30, 1997, July 18, 1997, and December 10, 1997.

2.10. During the RFI, an additional SWMU was identified (a sub-SWMU within SWMU No. 24).

2.11. A site-specific human health risk assessment for soils was completed for the plant and the results were initially submitted to DTSC in October 1998 in a document entitled, *Derivation of Site-Specific Soil Cleanup Levels*. This document was amended and updated in June 1999. Based on the conclusions of the RFI Final Report, site-specific, risk-based soil cleanup levels were derived for the following COCs: arsenic, lead, nickel, potentially carcinogenic polynuclear aromatic hydrocarbons (PAHs) and polychlorinated biphenyls (PCBs). In a letter dated June 17, 1999, DTSC approved the site-specific, risk-based soil cleanup levels, with the exception of PCBs, that were later subject to public comment from June 18 to August 2, 1999. In a letter dated May 31, 2000, USEPA and DTSC were informed that UPI would proceed with the RCRA corrective action process using USEPA PCB self-implementing soil cleanup levels allowed by the MEGA Rule [Code of Federal Regulations, Title 40 (40 CFR), Part 761.61(a)].

2.12. The DTSC-approved site-specific, risk-based soil cleanup levels are protective of industrial/commercial worker exposures. As recommended in the memorandum dated May 19, 1999 from Steve DiZio, Senior Toxicologist with DTSC, to Andrew Berna-Hicks, DTSC's Project Manager assigned to UPI, cleanup levels for a construction worker scenario were not used. Instead, DTSC recommended that institutional controls (i.e., land use covenants) stipulate that site specific health & safety plans (SSHSPs) be prepared prior to any future grading or excavation at SWMUs with COC concentrations exceeding RFI construction worker screening criteria. Exposures to construction workers would then be controlled through the use of personal protective equipment and other measures (e.g., the use of wetting agents) as specified in the SSHSPs.

2.13. UPI will implement a special program to track the SSHSP requirement. Similar to its existing Confined Space Permit Program, UPI will implement a Grading/Excavation Permit Program. A permit from the plant Safety Officer will be required

for any plant grading and/or excavation. Prior to issuing the permit, the plant Safety Officer will compare the proposed area of grading and/or excavation with SWMU locations with chemical concentrations in soil exceeding RFI construction worker screening criteria. For grading and/or excavation work planned within the footprints of SWMUs with COC concentrations exceeding RFI construction worker screening criteria, a SSHSP will be required to be submitted (meeting the requirements of OSHA 29 CFR 1910 and approved by a certified industrial hygienist) prior to a permit being issued. The existing company employee training program and the outside contractor orientation program will be modified to incorporate the new Grading/Excavation Permit Program. DTSC will be notified anytime UPI issues a Grading/Excavation Permit requiring a SSHSP because of planned work within a footprint of a SWMU with chemical concentrations exceeding RFI construction worker screening criteria. The notification will include the anticipated construction schedule. The SSHSP will, at a minimum, meet the specifications of the Health and Safety Plan for Solid Waste Management Units Included in the UPI Grading/Excavation Permit Program, USS-POSCO Industries, dated December 20, 2002.

2.14. Additional documentation was submitted to DTSC addressing off-site residential inhalation exposure from shallow soils with COC concentrations as high as the site-specific, risk-based soil cleanup levels. The report entitled *Evaluation of Off-site Residential Inhalation Exposures From SWMUs* was submitted to DTSC on April 23, 1999 and presented the results of the screening-level evaluation. The evaluation focused on those 17 SWMUs exposed at the ground surface, which are potential sources of soil particulates suspended by wind erosion or volatilization of vapors into ambient air that could theoretically transport COCs off-site. Based on the residential inhalation exposure evaluation, no adverse off-site residential inhalation risks were calculated.

2.15. UPI submitted three quarterly reports and one annual report addressing the plant-wide GMP dated June 8, 1998, June 30, 1998, October 6, 1998, and May 14, 1999, respectively.

2.16. A CMS Workplan for soils was submitted to the DTSC on November 12, 1999 and later approved by DTSC on December 29, 1999. The CMS Workplan documented the evaluation of corrective measure requirements for 11 of the 12 SWMUs warranting inclusion in the CMS phase of the RCRA corrective action process. Site L-B (SWMU 25) was addressed in a separate CMS (June 7, 1999) by UPI

because of the anticipated construction of an energy production plant on 12 acres of Site L-B. A public information and comment period on the proposed remedy and CMS for Site L-B was held from June 18, 1999 to August 2, 1999. No comments were received. The DTSC's final decision on remedy selection is dated August 18, 1999. Following is a list of all the SWMU's (including additional sub-SWMUs for SWMUs No. 17 and No. 24) and their CMS phase requirements.

Table 3: List of Solid Waste Management Units (SWMUs) and CMS Phase Requirements [1]

SWMU No.	CMS Requirements
1	CMS Phase Evaluation Required.
2	No further action required.
3	CMS Phase Evaluation Required.
4	CMS Phase Evaluation Required.
5	Investigation delayed until building demolition is initiated.
6.1	CMS Phase Evaluation Required.
6.2	CMS Phase Evaluation Required.
7	No further action required.
8	CMS Phase Evaluation Required.
9	Investigation and remediation completed via RCRA Closure.
10.1	No further action required.
10.2	No further action required.
10.3	No further action required.
10.4	No further action required.
10.5	No further action required.
10.6	No further action required.
10.7	No further action required.
11	No further action required.
12	No further action required.
13	No further action required.
14	No further action required.
15	Action delayed until building demolition is initiated.
16	No further action required.
17.1	CMS Phase Evaluation Required. (Power Substation #1).
17.2	No further action required (Power Substation #2).
17.3	No further action required (Power Substation #3).
18	No further action required.
19	Reverse Osmosis System (see SWMU #22)
20	No further action required.
21	No further action required.

22	Action delayed until building demolition is initiated.
23	No further action required.
24.1	CMS Phase Evaluation Required (**Site L-A - Dried Sludge Disposal Areas**).
24.2	CMS Phase Evaluation Required (**Site L-A - Open Hearth Furnace Slag Disposal Area**).
24.3	CMS Phase Evaluation Required (**Site L-A - Lead Scale Disposal Areas**).
24.4	No further action required (**Site L-A B Canal Water Treatment Sludge Disposal Area**).
24.5	CMS Phase Evaluation Required (**Site L-A - Oil Disposal Areas**).
24.6	No further action required (**Site L-A B Bioremediation Area**).
24.7	No further action required (**Site L-A B Subregions**).
24.8	CMS Phase Evaluation Required (**Site L-A B Lead Impacted Area**).
25.1	Investigation and remediation completed in accordance with DTSC approved closure and post-closure maintenance plan.
25.2	No further action required.
25.3	Subject of Site L-B CMS. **DTSC final decision on remedy selection is dated August 18, 1999.**
25.4.1	No further action required.
25.4.2	No further action required.
25.4.3	No further action required.
26	No further action required.
27	No further action required.
28	No further action required.
29	No further action required.
30	No further action required.
31	No further action required.
32	No further action required.
33	No further action required.
34	No further action required.

[1] **List compiled from "RCRA Facility Assessment, USS-POSCO Industries, Loveridge Rd., Pittsburg, CA, June 1994", "Workplan, RCRA Facility Investigation (RFI), USS-POSCO Industries, Pittsburg, CA, July 2, 1996, "Final Report, RCRA Facility Investigation USS-POSCO Industries, Pittsburg, CA, April 1998", and "Corrective Measures Study Workplan, USS-POSCO Industries, Pittsburg, CA, November 1999".**

2.17. Based on the evaluations described in the CMS Workplan, DTSC concluded that two of the 11 SWMUs (No. 24.1: Site L-A - Dried Sludge Disposal Areas, and No. 24.5: Site L-A - Oil Disposal Areas) warranted further evaluation in a CMS for soils because COCs were found in soil at concentrations exceeding industrial/commercial worker site-specific, risk-based soil cleanup levels. DTSC concluded that SWMU No. 8 (Coal Tar Pitch Product and Impacted Soils) warranted inclusion in the CMS for soils because the coal tar pitch product located at this SWMU is the probable source of COCs detected in groundwater downgradient

of the SWMU. DTSC concluded that SWMU No. 17.1: (Former Power Substation No. 1) also warranted inclusion in the CMS for soils because PCBs were found in soil at concentrations exceeding UPI targeted PCB self-implementing soil cleanup levels allowed by the MEGA Rule.

2.18. UPI submitted two quarterly reports and one annual report addressing the plant-wide GMP dated June 24, 1999, September 16, 1999, and April 14, 2000, respectively.

2.19. A CMS for soil was submitted to DTSC on August 2, 2000. The CMS documented the evaluation of potentially feasible corrective measure alternatives that may be implemented at the UPI plant to address SWMUs No. 8, No. 17.1, 24.1 and 24.5.

2.20. The excavation and disposal of remediation material/soil in an on-site Corrective Action Management Unit (CAMU) is one of the corrective measure alternatives evaluated in the soil CMS. In support of the CAMU alternative, UPI submitted to DTSC: (1) a CAMU Designation Request dated August 4, 2000; (2) a permit application (Part A and B) for corrective action and post-closure maintenance of a CAMU dated May 25, 2001; (3) CAMU plans and specifications dated August 13, 2001, revised May 16, 2002; and (4) a CAMU construction quality assurance (CQA) manual dated August 20, 2001, revised May 16, 2002. The area within the company plant to be designated as a CAMU is Unit I, the closed hazardous waste landfill within Site L-B (also known as "Unit One" and "Unit 1"). The CAMU (hereafter referred to as the Unit I CAMU) would receive material/soil from the majority of SWMUs to be remediated and from only those SWMUs that (1) have not impacted groundwater and (2) have COCs below hazardous waste levels regulated by the USEPA. Unit I was permitted by DTSC for wastes with COCs below hazardous waste levels regulated by the USEPA. Unit I was closed and a post-closure maintenance plan approved in 1995.

2.21. Documentation was submitted to DTSC addressing off-site residential inhalation exposure from anticipated remedial activities associated with the Unit I CAMU. The report entitled *Evaluation of Off-site Residential Inhalation Exposures From Remedial Activities* was submitted to DTSC on July 31, 2000. The results of a screening-level evaluation of the potential for off-site inhalation exposures to residents living near the UPI plant using a model recommended by the USEPA are presented. The evaluation focused on the equipment and activities associated with anticipated remedial activities. Based on the residential

inhalation exposure evaluation, no adverse off-site residential inhalation exposure is anticipated.

2.22. UPI submitted to DTSC one semi-annual report and one annual report addressing the plant-wide GMP dated June 26, 2000, and February 28, 2001, respectively.

2.23. A Remediation Confirmation Sampling and Analysis Plan (SAP) was submitted to DTSC on August 3, 2001 and revised May 17, 2002. This SAP specifies sampling and analysis protocols for the remediation of SWMUs with COCs other than PCBs. Those SWMUs with PCBs are addressed in a separate document entitled *Self-Implementation of On-Site Cleanup and Disposal of PCB Remediation Material/Soil*, dated August 3, 2001.

2.24. A SSHSP was submitted to DTSC on April 16, 2002. The SSHSP was prepared by WRS Infrastructure & Environment, Inc., the contractor selected by UPI to implement selected remedies.

2.25. The Facility is located in the city of Pittsburg. Residences exist along a portion of the southern and western boundaries. New York Slough borders the facility to the north, is 700 to 800 feet wide and 40 feet deep. The New York Slough connects the Sacramento and the San Joaquin Rivers. These rivers are currently classified for use for drinking water. Kirker Creek is diverted by an unlined channel along a portion of the UPI southern boundary. Groundwater under the facility is not used for drinking water.

REMEDY SELECTION

3.1. DTSC has selected remedies for six of the 11 SWMUs evaluated during the soil CMS phase of the RCRA corrective action process. DTSC has determined that there has been no impact to groundwater from these six SWMUs, with the exception of the portions of SWMU No. 24.5 known as Oil Disposal Areas #1 and #4, as to which no determination has yet been made. The six SWMUs are as follows:

- No. 3: Caustic Neutralization Area
- No. 17.1: Former Power Substation #1 Area
- No. 24.1: Dried Sludge Disposal Areas
- No. 24.3: Lead Scale Disposal Areas
- No. 24.5: Oil Disposal Areas
- No. 24.8: Lead Impacted Area

An additional SWMU (No. 24.2: Site L-A - Open Hearth Furnace Slag Disposal Area) is also addressed by DTSC because

additional lead scale deposits (SWMU No. 24.3) may be located within this SWMU.

3.2. DTSC has determined that the remaining five SWMUs have the potential for groundwater impacts and, therefore, a remedy will not be undertaken during the soil phase of the corrective action process. DTSC and UPI concur that additional discussions/evaluations, as part of a separate corrective action process addressing groundwater, are needed to address the potential groundwater impacts of these SWMUs. The five SWMUs are as follows:

- No. 1: Arsenic Impacted Area
- No. 4: Former Wire Mill
- No. 6.1: Old Central Coil Storage Area
- No. 6.2: New Coil Marshaling Area
- No. 8: Coal Tar Pitch Impacted Soils Area

An additional SWMU (No. 35: Abandoned Wooden Sewer Area), identified after the completion of the RFI and remediated in 2000 because of leaking oily materials, also has the potential for groundwater impacts and will be evaluated with the five SWMUs identified above.

3.3. DTSC guidelines require that the selected remedies consider the future use of the property. The UPI plant is located in a heavy industrially zoned area and no plans have been presented to change its current use designation. The health risk evaluation for soil resulted in acceptable risk levels for industrial/commercial workers. SSHSPs are required to protect construction workers. In addition, off-site exposure has been found to be insignificant via the inhalation pathway. Based on the data presented, DTSC selected the remedies noted below. At each SWMU location, a landuse covenant will be required that limits property usage to commercial/industrial activities only. In addition, no agricultural activities such as raising of livestock or food production, schools, child care centers, inpatient hospitals, or residential buildings of any kind will be allowed on the property. At some SWMU locations, DTSC may require additional landuse covenants, for example, regarding the use of SSHSPs during grading and excavation activities. In connection with any future subdivision of the total plant, if one or more of the newly-created parcels is affected by fewer than all of the covenants, DTSC will cooperate with UPI in confirming that fact with the County Recorder. In lieu of restricting the use of each individual SWMU, UPI may deed restrict the total plant with the understanding that, should the need arise in the future, non-SWMU areas may be removed from the land use covenant with DTSC

approval.

3.4. Based on the information available, including historical data on groundwater throughout the UPI plant and at the Unit I landfill, DTSC believes a Unit I CAMU is protective of human health and the environment. To maintain its status as a California-only hazardous waste facility, the Unit I CAMU will be prohibited from receiving remediation material/soil regulated by USEPA (e.g., soils with PCB concentrations greater or equal to 50 ppm). The Unit I CAMU will also be prohibited from receiving remediation material/soil from SWMUs warranting remediation because of potential groundwater impacts. USS-POSCO has submitted an application for a post-closure permit for the Unit I CAMU. The permit application is being processed at the time of signing of this Consent Agreement. The soil remedies indicated in this Consent Agreement assume issuance of the Post-Permit Permit for the Unit ICAMU.

3.5. SWMU No. 3: Caustic Neutralization Area: Lead concentrations in soils exceed the RFI construction worker screening criterion. Because it is practical to remediate this SWMU because of its small size and lack of physical impediments, this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal in the on-site Unit I CAMU.

3.6. SWMU No. 17.1: Former Power Substation No. 1 Area: Because PCB concentrations in SWMU soils are greater than the self-implementing soil cleanup level of 1 ppm as specified by the MEGA Rule (40 CFR Part 761.61(a)), this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal at an appropriate off-site facility.

3.7. SWMU No. 24.1: Site L-A - Dried Sludge Disposal Areas: Because arsenic concentrations in dried sludge and underlying soils exceed the site-specific soil cleanup level calculated for the industrial/commercial worker, dried sludge and underlying soils warrant remediation. The remedy for this SWMU shall be soil excavation and disposal in the on-site Unit I CAMU.

3.8. SWMU No. 24.2: Other than the known lead scale deposits identified as SWMU No. 24.3: Lead Scale Disposal Area (East), and SWMU No. 24.3: Lead Scale Deposit Areas (Central), there are no other known lead scale deposits located within SWMU No. 24.2 - Open Hearth Furnace Slag Disposal Area. Based on evaluations conducted to date, the slag deposal area does not warrant remediation. However, because additional lead scale

deposits may be located within the slag deposal area, SWMU 24.2 warrants further consideration. Because it is not practical to remediate this SWMU because of its large size and the fact that additional lead scale deposits are only suspected to be located within the slag deposits, remediation is not warranted. However, a SSHSP will need to be prepared prior to any future grading or excavation at SWMU 24.2. A SSHSP will identify appropriate personal protective equipment for construction workers. A deed restriction will stipulate that a SSHSP be prepared prior to any future grading or excavation at SWMU 24.2. UPI will implement a special program to track the SSHSP requirement and provide DTSC notification as described in Section 2.13 of this Consent Agreement.

3.9. SWMU No. 24.3: Site L-A - Lead Scale Disposal Areas (East): Lead concentrations in lead scale beneath the current cover of soil and slag exceed the lead site-specific soil cleanup level calculated for the industrial/commercial worker and the RFI construction worker screening criterion. Because it is practical to remediate this SWMU due to its small size and lack of physical impediments, this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal in the on-site Unit I CAMU.

3.10. SWMU No. 24.3: Site L-A - Lead Scale Disposal Areas (Central): Lead concentrations in lead scale beneath the current cover of soil and slag exceed the lead site-specific soil cleanup level calculated for the industrial/commercial worker and the RFI construction worker screening criterion. Because it is practical to remediate this SWMU due to its small size and lack of physical impediments, this SWMU warrants remediation. The remedy for the SWMU shall be soil excavation and disposal at an appropriate off-site facility.

3.11. SWMU No. 24.5: Site L-A - Oil Disposal Area #1: Because ODA #1 oily waste is currently exposed at the ground surface with arsenic concentrations above the site-specific soil cleanup level calculated for the industrial/commercial worker and PCB concentrations above the self-implementing soil cleanup level of 1 ppm as specified by the MEGA Rule (40 CFR Part 761.61(a)), this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal at an appropriate off-site facility.

3.12. SWMU No. 24.5: Site L-A - Oil Disposal Area #3: Because ODA #3 oily waste is currently exposed at the ground surface with arsenic concentrations above the site-specific soil

cleanup level calculated for the industrial/commercial worker, this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal in the on-site Unit I CAMU.

3.13. SWMU No. 24.5: Site L-A - Oil Disposal Area #4: Because ODA #4 oily waste is currently exposed at the ground surface with arsenic concentrations above the site-specific soil cleanup level calculated for the industrial/commercial worker, this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal at an appropriate off-site facility.

3.14. SWMU No. 24.8: Site L-A - Lead Impacted Area: Lead concentrations in SWMU soils beneath the current cover of soil exceed the site-specific soil cleanup level calculated for the industrial/commercial worker and the RFI construction worker screening criterion. Because it is practical to remediate this SWMU because of its small size and lack of physical impediments, this SWMU warrants remediation. The remedy for this SWMU shall be soil excavation and disposal in the on-site Unit I CAMU.

PROJECT COORDINATOR

4. Within fourteen (14) days of the effective date of this Consent Agreement, DTSC and UPI shall each designate a Project Coordinator and shall notify each other in writing of the Project Coordinator selected. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Agreement and for designating a person to act in his/her absence. All communications between UPI and DTSC, and all documents, report approvals, and other correspondence concerning the activities performed pursuant to this Consent Agreement shall be directed through the Project Coordinators. Each party may change its Project Coordinator with at least seven (7) days prior written notice.

WORK TO BE PERFORMED

5. UPI agrees to perform the work undertaken pursuant to this Consent Agreement in a manner consistent with: DTSC-approved Workplans; HSC and other applicable state and federal laws and their implementing regulations; and applicable DTSC and USEPA guidance documents. Applicable guidance documents include, but are not limited to: "Corrective Action Orientation Manual" (DTSC June 1994), "RCRA Groundwater Monitoring Technical Enforcement Guidance Document" (OSWER Directive 9950.1, September

1986), "Test Methods For Evaluating Solid Waste" (SW-846), and "Construction Quality Assurance for Hazardous Waste Land Disposal Facilities" (EPA 530/SW-85-031, July 1986).

CORRECTIVE ACTION SCHEDULE OF COMPLIANCE

6.1. For purposes of this Corrective Action Schedule of Compliance (CASC) the definitions of the terms "facility", "release", "solid waste management unit (SWMU)", "hazardous waste", and hazardous constituent", etc. shall be as defined in title 22, CCR, section 66260.10 or in H&SC.

6.2. UPI shall ensure that all plans, reports, notifications, and other submissions to DTSC required in this CASC are signed and certified in accordance with Title 22, CCR, section 66270.11. Two (2) copies of these plans, reports, notifications or other submissions shall be sent by certified mail or hand delivered to:

Branch Chief
Standardized Permits and Corrective Action Branch
California Environmental Protection Agency
Department of Toxic Substances Control
Region 2
700 Heinz Avenue, Suite 200
Berkeley, California 94710

6.3. Extensions of the due dates for submittals may be granted by the Branch Chief and or his/her appointed representative (e.g., the project manager).

6.4. If DTSC determines that further actions beyond those provided in this CASC, or changes to that which is stated herein, are warranted, the Branch Chief may modify the CASC.

6.5. UPI shall commence implementation of the selected remedies beginning no later than ninety 90) calendar days (weather permitting) after the parties have signed this Consent Agreement and DTSC has issued a post-closure permit for the Unit I CAMU. Should weather be an issue, UPI shall commence implementation of the selected remedies beginning no later than three hundred and sixty-five (365) calendar days after the parties have signed this Consent Agreement and DTSC has issued a post-closure permit for the Unit I CAMU.

6.6. UPI shall submit to DTSC signed quarterly progress

reports of all activities conducted pursuant to the provisions of this CASC beginning the later of (1) ninety (90) calendar days after the parties have signed this Consent Agreement, (2) ninety (90) calendar days after the effective date of the post-closure permit for the Unit I CAMU, and (3) thirty (30) calendar days after implementation of the selected remedies has commenced should commencement be delayed because of weather issues. These reports shall contain:

a. A description of the work completed;

b. Summaries of all findings, including summaries of laboratory data;

c. Summaries of all problems or potential problems encountered during the reporting period and actions taken to rectify problems; and

d. Projected work for the next reporting period.

Copies of other reports (e.g., daily reports, inspection reports), drilling logs and laboratory data shall be made available to DTSC upon request.

DTSC may require UPI to conduct new or more extensive assessments, investigations, or studies, as needed, based on information provided in these progress reports or other supporting information.

6.7. Within ninety (90) calendar days after the completion of remediation identified in Sections 3.5 through 3.14 of this Consent Agreement, UPI shall submit a Corrective Measures Completion Report. The Corrective Measures Completion Report shall document the implementation of the selected remedies and results of all confirmation and construction quality CQA sampling results.

6.8 Interim Measures: If, during the course of any activity initiated under this CASC, DTSC determines that a release or potential release of hazardous waste including hazardous constituents from a SWMU poses a significant or potentially significant threat to human health or the environment, DTSC may specify interim measures. DTSC will determine the specific action(s) that must be taken to implement the interim measures and the schedule for implementing the required measures. DTSC will notify UPI in writing of the

requirement to perform such interim measures. DTSC may modify the CASC to incorporate such interim measures into the CASC.

Nothing in this agreement shall prohibit DTSC from exercising its legal authority to address a release or potential release of hazardous waste including hazardous waste constituents under other legal means.

The following factors may be considered by DTSC in determining the need for interim measures:

a. Time required to develop and implement a final remedy;

b. Actual and potential exposure of human and environmental receptors;

c. Actual and potential contamination of drinking water supplies and sensitive ecosystems;

d. The potential for further degradation of the medium absent interim measures;

e. Presence of hazardous waste in containers that may pose a threat of release;

f. Presence in soil and concentration of hazardous waste including hazardous constituents that have the potential to migrate to ground water or surface water;

g. Weather conditions that may affect the current levels of contamination;

h. Risks of fire, explosion, or accident; and

i. Other situations that may pose threats to human health or the environment.

6.9. UPI shall submit to DTSC a groundwater monitoring program (GWMP) addressing SWMUs No's 1, 4, 6.1, 6.2, 8, and 35 by 3/31/03. The GWMP shall identify the groundwater monitoring locations, parameters to be monitored, and the frequency of monitoring. DTSC shall approve, or approve with amendments, the GWMP. UPI shall implement the approved GWMP within 90 days of DTSC approval.

6.10. A Corrective Measures Study (CMS) shall be required for 1) one or more of the SWMUs listed in Section 3.2 which have not had a remedy selected, and 2) groundwater. UPI shall submit a CMS Workplan to DTSC within ninety (90) calendar days from notification of the requirement to conduct a CMS.

The CMS Workplan shall provide the following information:

a. A description of the general approach to investigating and evaluating potential remedies;

b. A definition of the overall objectives of the study;

c. The specific plans for evaluating remedies to ensure compliance with remedy standards;

d. The schedule for conducting the study; and

e. The proposed format for the presentation of information.

If DTSC determines the CMS Workplan does not provide the necessary information, DTSC may disapprove the CMS Workplan. If DTSC disapproves the CMS Workplan, DTSC will either:

a. Notify UPI in writing of the Workplan's deficiencies and specify a due date for submittal of a revised Workplan. If the revised Workplan is approved, this modified Workplan becomes the approved CMS Workplan.

b. Revise the Workplan and notify UPI of the revisions. This DTSC-revised Workplan becomes the approved CMS Workplan.

6.11. No later than forty-five (45) calendar days after UPI has received written approval from DTSC for the Workplan, UPI shall begin to implement the Workplan according to the schedules specified. DTSC shall grant a reasonable schedule extension should commencement be delayed because of weather issues (this assumes that the workplan includes field activities).

6.12. Within ninety (90) calendar days after the completion of the CMS, UPI shall submit a CMS Final Report. The

CMS Final Report shall summarize the results of the investigations for each remedy studied and of any bench-scale or pilot tests conducted. The CMS Report must include an evaluation of each remedial alternative. The CMS Report shall present all information gathered under the approved CMS Workplan. The final report must contain adequate information to support DTSC in the remedy selection decision-making process, described under Section 6.13 of this agreement.

If DTSC determines that the CMS Final Report does not fully satisfy the information requirements specified in Section 6.10 of this agreement, DTSC may disapprove the CMS Final Report. If DTSC disapproves the Final Report, DTSC will notify UPI in writing of deficiencies in the Report and specify a due date for submittal of a revised Final Report.

Based on preliminary results and the Final CMS Report, DTSC may require UPI to evaluate additional remedies or particular elements of one or more proposed remedies.

6.13. Based on the results of the CMS and any further evaluations of additional remedies, DTSC will select a remedy that will (1) protect human health and the environment; (2) meet the concentration levels of hazardous constituents in each medium that the remedy must control to protect human health and the environment; (3) control the source(s) of release(s) so as to reduce or eliminate, to the maximum extent practicable, further releases that might pose a threat to human health and the environment; and (4) meet all applicable waste management requirements.

In selecting the remedy, DTSC will consider the following evaluation factors, as appropriate:

a. Long-term reliability and effectiveness. Any potential remedy(s) may be assessed for the long-term reliability and effectiveness it affords, along with the degree of certainty that the remedy will prove successful. Factors that shall be considered in this evaluation include:

i. Magnitude of residual risks in terms of amounts and concentrations of waste remaining following implementation of a

remedy, considering the persistence, toxicity, mobility and propensity to bioaccumulate of such hazardous wastes including hazardous constituents;

ii. The type and degree of long-term management required, including monitoring and operation and maintenance;

iii. Potential for exposure of humans and environmental receptors to remaining wastes, considering the potential threat to human health and the environment associated with excavation, transportation, redisposal or containment;

iv. Long-term reliability of the engineering and institutional controls, including uncertainties associated with land disposal of untreated wastes and residuals; and

v. Potential need for replacement of the remedy.

b. Reduction of toxicity, mobility, and volume. A potential remedy(s) may be assessed as to the degree to which it employs treatment that reduces toxicity, mobility or volume of hazardous wastes including hazardous constituents. Factors that shall be considered in such assessments include:

i. The treatment processes the remedy(s) employs and materials it would treat;

ii. The amount of hazardous wastes including hazardous constituents that would be destroyed or treated;

iii. The degree to which the treatment is irreversible; and

iv. The residuals that will remain following treatment, considering the persistence, toxicity, mobility and propensity to bioaccumulate of such hazardous wastes including hazardous constituents.

c. Short-term Effectiveness. The short-term effectiveness of a potential remedy(s) may be assessed considering the following:

i. Magnitude of reduction of existing risks;

ii. Short-term risks that might be posed to the community, workers, or the environment during implementation of such a remedy, including potential threats to human health and the environment associated with excavation, transportation, and redisposal or containment; and

iii. Time until full protection is achieved.

d. Implementability. The ease or difficulty of implementing a potential remedy(s) may be assessed by considering the following types of factors:

i. Degree of difficulty associated with constructing the technology;

ii. Expected operational reliability of the technologies;

iii. Need to coordinate with and obtain necessary approvals and permits from other agencies;

iv. Availability of necessary equipment and specialists; and

v. Available capacity and location of needed treatment, storage and disposal services.

e. Cost. The types of costs that may be assessed include the following:

I. Capital costs;

ii. Operation and maintenance costs;

iii. Net present value of capital and operation and maintenance costs; and

iv. Potential future remedial action costs.

Once the DTSC has made a tentative selection for corrective measures (remedy), this agreement will be modified to include the remedies.

6.14. Within 90 days of UPI's receipt of notification of DTSC's selection of the corrective measures, UPI shall submit to DTSC a Corrective Measures Implementation-(CMI) Workplan. The CMS Implementation Workplan is subject to approval by DTSC.

Concurrent with the submission of a CMI Workplan, UPI shall submit to DTSC a Health and Safety Plan.

The CMI program shall be designed to facilitate the design, construction, operation, maintenance, and monitoring of corrective measures at the Facility. In accordance with the schedule contained in the approved CMI Workplan, UPI shall submit to DTSC the documents (some or all of the documents depending on the remedy selected) listed below.

- Operation and Maintenance Plan
- Draft Plans and Specifications
- Final Plans and Specifications
- Construction Workplan
- Construction Completion Report
- Corrective Measures Completion Report

DTSC will review all required CMI documents and notify UPI in writing of DTSC's approval or disapproval.

6.15. As directed by DTSC, UPI shall establish a financial assurance mechanism for Corrective Measures Implementation. The financial assurance mechanisms may include a performance or surety bond, liability insurance, an escrow performance guarantee account, a trust fund, financial test, or corporate guarantee as described in 22 Cal. Code Regs. section 66265.143 or any other mechanism acceptable to DTSC. The mechanism shall be established to allow DTSC access to the funds to undertake Corrective Measures Implementation tasks if UPI is unable or unwilling to undertake the required actions.

6.16. This is a summary of the planned reporting requirements pursuant to this Schedule of Compliance:

Submission Requirement	Due Date
Groundwater Reports	Groundwater Monitoring Plan reports shall continue as specified in correspondence between DTSC and the UPI.
Quarterly Progress Reports	beginning the later of (1) ninety (90) calendar days after the parties have signed this Consent Agreement, (2) ninety (90) calendar days after the effective date of the post-closure permit for the Unit I CAMU, and (3) thirty (30) calendar days after implementation of the selected remedies has commenced should commencement be delayed because of weather issues.
CM Completion Report	Ninety days after completion of remediation identified in Sections 3.5 through 3.14 of this Consent Agreement.
Interim Measures Plan	as determined by DTSC.
CMS Workplan	ninety (90) calendar days after notification to submit.
Revised CMS Workplan	as determined by DTSC. *
CMS Report	ninety (90) calendar days after completion of CMS.
Revised CMS Report	as determined by DTSC. *
CMI Workplan and Health and Safety Plan	90 (ninety) days after DTSC approval of remedy selection.
CMI Operation and Maintenance Plan	as determined by DTSC *

CMI Draft Plans and Specifications	as determined by DTSC *
CMI Final Plans and Specifications	as determined by DTSC *
CMI Construction Workplan	as determined by DTSC *
CMI Construction Completion Report	as determined by DTSC *
Corrective Measures Completion Report	as determined by DTSC *
Groundwater Monitoring Program	3/31/03

** not less than 30 days*

CALIFORNIA ENVIRONMENTAL QUALITY ACT

7. DTSC must comply with the California Environmental Quality Act (CEQA) insofar as activities required by this Consent Agreement are projects subject to CEQA.

DTSC will make an initial determination regarding the applicability of CEQA. If the activities are not exempt from CEQA, DTSC will conduct an initial study. Based on the results of the Initial Study, DTSC will determine if a Negative Declaration or an Environmental Impact Report (EIR) should be prepared. DTSC will prepare and process any such Negative Declaration. However, should DTSC determine that an EIR is necessary, such an EIR would be prepared under a separate agreement between DTSC and UPI.

DTSC APPROVAL

8.1. UPI shall revise any workplan, report, specification, or schedule in accordance with DTSC's written comments. UPI shall submit to DTSC any revised documents by the due date specified by DTSC but in no case less than 30 days. Revised submittals are subject to DTSC's approval or disapproval.

8.2. Upon receipt of DTSC's written approval, UPI shall commence work and implement any approved workplan in accordance

with the schedule and provisions contained therein.

8.3. Any DTSC approved workplan, report, specification, or schedule required under this Consent Agreement shall be deemed incorporated into this Consent Agreement.

8.4. Verbal advice, suggestions, or comments given by DTSC representatives will not constitute an official approval or decision.

SUBMITTALS

9.1. Any report or other document submitted by UPI pursuant to this Consent Agreement shall be signed and certified by the project coordinator, a responsible corporate officer, or a duly authorized representative.

9.2. The certification required by paragraph 9.1 above, shall be in the following form:

> I certify that the information contained in or accompanying this submittal is true, accurate, and complete. As to those portions of this submittal for which I cannot personally verify the accuracy, I certify that this submittal and all attachments were prepared at my direction in accordance with procedures designed to assure that qualified personnel properly gathered and evaluated the information submitted.
>
> Signature: _____
>
> Name: _____
>
> Title: _____
>
> Date: _____

9.3. UPI shall provide two copies of all documents, including but not limited to, workplans, reports, and correspondence of fifteen (15) pages or longer. Submittals specifically exempted from this copy requirement are all progress reports and correspondence of less than 15 pages, of which one copy is required.

9.4. Unless otherwise specified, all reports, correspondence, approvals, disapprovals, notices, or other

submissions relating to this Consent Agreement shall be in writing and shall be sent to the current Project Coordinators.

PROPOSED CONTRACTOR/CONSULTANT

10. All work performed pursuant to this Consent Agreement shall be under the direction and supervision of a professional engineer or registered geologist, registered in California, with expertise in hazardous waste site cleanup. UPI's contractor or consultant shall have the technical expertise sufficient to fulfill his or her responsibilities.

ADDITIONAL WORK

11. DTSC may determine or UPI may propose that certain tasks, including investigatory work, engineering evaluation, or procedure/methodology modifications are necessary in addition to, or in lieu of, the tasks and deliverables included in any part of DTSC-approved workplans. DTSC shall request in writing that UPI perform the additional work and shall specify the basis and reasons for DTSC's determination that the additional work is necessary. Within fourteen (14) days after the receipt of such determination, UPI may confer with DTSC to discuss the additional work DTSC has requested. If required by DTSC, UPI shall submit a workplan to DTSC for the additional work. Such workplan shall be submitted to DTSC within ninety (90) days of receipt of DTSC's determination or according to an alternate schedule established by DTSC. Upon approval of a workplan, UPI shall implement it in accordance with the provisions and schedule contained therein. The need for, and disputes concerning, additional work are subject to the dispute resolution procedures specified in this Consent Agreement.

QUALITY ASSURANCE

12.1. All sampling and analyses performed by UPI under this Consent Agreement shall follow applicable DTSC and USEPA guidance for sampling and analysis. Workplans shall contain quality assurance/quality control and chain of custody procedures for all sampling, monitoring, and analytical activities. Any deviations from the approved workplans must be approved by DTSC prior to implementation, must be documented, including reasons for the deviations, and must be reported in the applicable

report.

12.2. The names, addresses, and telephone numbers of the California State certified analytical laboratories UPI proposes to use must be specified in the applicable workplans.

SAMPLING AND DATA/DOCUMENT AVAILABILITY

13.1. UPI shall submit to DTSC upon request the results of all sampling and/or tests or other data generated by its employees, agents, consultants, or contractors pursuant to this Consent Agreement.

13.2. UPI shall notify DTSC in writing at least seven (7) days prior to beginning each separate phase of field work approved under any workplan required by this Consent Agreement. If UPI believes it must commence emergency field activities without delay, UPI may seek emergency telephone authorization from DTSC Project Coordinator or, if the Project Coordinator is unavailable, his/her Branch Chief, to commence such activities immediately.

13.3. At the request of DTSC, UPI shall provide or allow DTSC, or its authorized representative, to take split or duplicate samples of all samples collected by UPI pursuant to this Consent Agreement. Similarly, at the request of UPI, DTSC shall allow UPI or its authorized representative to take split or duplicate samples of all samples collected by DTSC under this Consent Agreement.

ACCESS

14. Subject to the Facility's security and safety procedures, UPI agrees to provide DTSC and its representatives access at all reasonable times to the Facility and any other property to which access is required for implementation of this Consent Agreement and shall permit such persons to inspect and copy all records, files, photographs, documents, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Agreement and that are within the possession or under the control of UPI or its contractors or consultants.

RECORD PRESERVATION

15.1. UPI shall retain, during the pendency of this Consent Agreement and for a minimum of three (3) years after its termination, all data, records, and documents that relate to the specific phase of the RCRA corrective action process that has been completed and approved by DTSC or in any way to the performance of this Consent Agreement or to hazardous waste management and/or disposal at the Facility.

15.2. All documents pertaining to this Consent Agreement shall be stored in a central location at the Facility [or at a location agreed to by the parties] to afford ease of access by DTSC and its representatives.

DISPUTE RESOLUTION

16.1. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this section are the sole administrative procedures for resolving disputes arising under this Consent Agreement. If UPI fails to follow the procedures contained in this section, it shall have waived its right to further consideration of the disputed issue.

16.2. If UPI disagrees with any written decision by DTSC pursuant to this Consent Agreement, UPI's Project Coordinator shall orally notify DTSC Project Coordinator of the dispute. The Project Coordinators shall attempt to resolve the dispute informally.

16.3. If the Project Coordinators cannot resolve the dispute informally, UPI may pursue the matter formally by placing its objection in writing. UPI's written objection must be forwarded to Chief, Facility Permitting Branch, Department of Toxic Substances Control, Northern California Region, 700 Heinz Ave., Suite 300, Berkeley, CA 94710 with a copy to DTSC Project Coordinator. The written objection must be mailed to the Branch Chief within twenty-one (21) days of UPI's receipt of DTSC's written decision. UPI's written objection must set forth the specific points of the dispute and the basis for UPI's position.

16.4. DTSC and UPI shall have twenty-one (21) days from DTSC's receipt of UPI's written objection to resolve the dispute through formal discussions. This period may be extended by DTSC

for good cause. During such period, UPI may meet or confer with DTSC to discuss the dispute.

16.5. After the formal discussion period, DTSC will provide UPI with its written decision on the dispute. DTSC's written decision will reflect any agreements reached during the formal discussion period and be signed by Chief, Facility Permitting Branch, Department of Toxic Substances Control, Northern California Region, or his/her designee.

16.6. During the pendency of all dispute resolution procedures set forth above, the time periods for completion of work to be performed under this Consent Agreement that are affected by such dispute shall be extended for a period of time not to exceed the actual time taken to resolve the dispute. The existence of a dispute shall not excuse, toll, or suspend any other compliance obligation or deadline required pursuant to this Consent Agreement.

RESERVATION OF RIGHTS

17.1. DTSC reserves all of its statutory and regulatory powers, authorities, rights, and remedies, both legal and equitable, which may pertain to UPI's failure to comply with any of the requirements of this Consent Agreement. This Consent Agreement shall not be construed as a covenant not to sue, release, waiver, or limitation on any rights, remedies, powers, or authorities, civil or criminal, that DTSC has under any statutory, regulatory, or common law authority.

17.2. DTSC reserves the right to disapprove of work performed by UPI pursuant to this Consent Agreement and to request that UPI perform additional tasks.

17.3. DTSC reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and/or remedial actions it deems necessary to protect human health and/or the environment. DTSC may exercise its authority under any applicable state or federal law or regulation to undertake response actions at any time. DTSC reserves its right to seek reimbursement from UPI for costs incurred by the State of California with respect to such actions. DTSC will notify UPI in writing as soon as practicable regarding the decision to perform any work described in this section.

17.4. If DTSC determines that activities in compliance or noncompliance with this Consent Agreement have caused or may cause a release of hazardous waste and/or hazardous waste constituents, or a threat to human health and/or the environment, or that UPI is not capable of undertaking any of the work required, DTSC may order UPI to stop further implementation of this Consent Agreement for such period of time as DTSC determines may be needed to abate any such release or threat and/or to undertake any action which DTSC determines is necessary to abate such release or threat. The deadlines for any actions required of UPI under this Consent Agreement affected by the order to stop work shall be extended to take into account DTSC's actions.

17.5. This Consent Agreement is not intended to be nor shall it be construed to be a permit. The parties acknowledge and agree that DTSC's approval of any workplan, plan, and/or specification does not constitute a warranty or representation that the workplans, plans, and/or specifications will achieve the required cleanup or performance standards. Compliance by UPI with the terms of this Consent Agreement shall not relieve UPI of its obligations to comply with HSC or any other applicable local, state, or federal law or regulation.

OTHER CLAIMS

18. Except as provided in this Consent Agreement, nothing in this Consent Agreement shall constitute or be construed as a release from any claim, cause of action, or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken or migrating from the Facility.

OTHER APPLICABLE LAWS

19. All actions required to be taken pursuant to this Consent Agreement shall be undertaken in accordance with the requirements of all local, state, and federal laws and regulations. UPI shall obtain or cause its representatives to obtain all permits and approvals necessary under such laws and regulations.

REIMBURSEMENT OF DTSC'S COSTS

20.1. UPI shall pay DTSC's costs incurred in the implementation of this Consent Agreement. Such costs shall include DTSC's costs incurred in the preparation and implementation of this Consent Agreement prior to the date it is signed.

20.2. An estimate of DTSC's costs for each fiscal year shall be provided to UPI at least thirty (30) calendar days prior to the beginning of each fiscal year. It is understood by the parties that the DTSC estimate cannot be relied upon as the actual costs incurred by DTSC in implementing this Consent Agreement.

20.3. DTSC will provide UPI with billing statements at least quarterly, which will include the name of the employee, identification of the activity, the amount of time spent on each activity, and the hourly rate charged.

20.4. DTSC will retain all costs records associated with the work performed under this Consent Agreement as required by state law. DTSC will make all documents which support DTSC's cost determination available for inspection upon request, as provided by the Public Records Act.

20.5. Any dispute concerning costs pursuant to this Consent Agreement is subject to the Dispute Resolution provision of this Consent Agreement. DTSC reserves its right to recover unpaid costs under applicable state and federal laws.

20.6. All payments shall be made within 30 days of the date of the postmark on the envelope containing the billing statement by check payable to the Department of Toxic Substances Control and shall be sent to:

Accounting Unit
Department of Toxic Substances Control
P. O. Box 806
Sacramento, California 95812-0806

All checks shall reference the name of the Facility, UPI's name and address, and the docket number of this Consent Agreement. Copies of all checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Coordinator.

MODIFICATION

21.1. This Consent Agreement may be modified by mutual agreement of the parties. Any agreed modifications shall be in writing, shall be signed by both parties, shall have as their effective date the date on which they are signed by DTSC, and shall be deemed incorporated into this Consent Agreement.

21.2. Any requests for revision of an approved workplan requirement must be in writing. Such requests must be timely and provide justification for any proposed workplan revision. DTSC has no obligation to approve such requests, but if it does so, such approval will be in writing and signed by the Chief, Facility Permitting Branch, Department of Toxic Substances Control, Northern California Region, or his or her designee. Any approved workplan modification shall be incorporated by reference into this Consent Agreement.

TERMINATION AND SATISFACTION

22. The provisions of this Consent Agreement shall be deemed satisfied upon the execution by both parties of an Acknowledgment of Satisfaction (Acknowledgment). DTSC will prepare the Acknowledgment for UPI's signature. The Acknowledgment will specify that UPI has demonstrated to the satisfaction of DTSC that the terms of this Consent Agreement including payment of DTSC's costs have been satisfactorily completed. The Acknowledgment will affirm UPI's continuing obligation to preserve all records after the rest of the Consent Agreement is satisfactorily completed.

EFFECTIVE DATE

23. The effective date of this Consent Agreement shall be the date on which this Consent Agreement is signed by all the parties. Except as otherwise specified, "days" means calendar days.

SIGNATORIES

24. Each undersigned representative certifies that he or she is fully authorized to enter into this Consent Agreement.

DATE: 12/18/02 BY: //Original signed by//

Sal Sbranti, Vice President
Operations, Environmental and Safety Technology
USS-POSCO Industries
P.O. Box 471
Pittsburg, CA 94565

DATE: 1/30/03 BY: //Original signed by//

Mohinder S. Sandhu, P.E., Chief
Standardized Permits and Corrective Action Branch
Department of Toxic Substances Control
Northern California Region